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STANDARD CHARTERED BANK (SINGAPORE) LTD v. PIONEER SMITH (M) SDN BHD

HIGH COURT MALAYA, JOHOR BAHRU
MOHD NAZLAN GHAZALI JC
[ORIGINATING SUMMONS NO: 24NCVC-506-09-2014]
30 JUNE 2015

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CIVIL PROCEDURE: *Judgment – Setting aside – Application for – Application to set aside Malaysian High Court order for registration of Singapore judgment – Allegation by judgment debtor that it did not have any assets or place of business in Singapore – Whether Singapore judgment could be enforced – Whether Singapore judgment should be registered under s. 4 of Reciprocal Enforcement of Judgments Act 1958 – Whether s. 4(2)(b) ought to be interpreted literally – Whether Malaysian High Court order ought to be set aside*

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D

STATUTORY INTERPRETATION: *Construction of statutes – Literal approach – Application to set aside Malaysian High Court order for registration of Singapore judgment – Whether Singapore judgment should be registered under s. 4 of Reciprocal Enforcement of Judgments Act 1958 – Whether Singapore judgment could be enforced – Whether s. 4(2)(b) ought to be interpreted literally*

E

This was an application by the judgment debtor ('JD'), a Malaysian company, to set aside a High Court order obtained by the judgment creditor ('JC'), a Singaporean subsidiary bank of Standard Chartered Group, for the registration of the Singapore High Court judgment ('Singapore judgment') pursuant to s. 4 of the Reciprocal Enforcement of Judgments Act 1958 ('the REJA'). The JD contended that it did not have any assets or a place of business in Singapore in respect of which execution could be enforced against the JD in that jurisdiction, being the country of the original court. Accordingly, as submitted by the JD, it would follow that the Singapore judgment should not have been registered under the REJA and ought to be set aside since proviso (b) to s. 4(1) applied and prohibited registration of the Singapore judgment. In opposing the JD's application, the JC maintained that its rights pursuant to the Singapore judgment were recognised by the law and could be executed if necessary. The JC further argued that the JD's contention was irrelevant and immaterial. There was no pending appeal or proceedings against the Singapore judgment and as such, the Singapore judgment was a judgment which was capable of being enforced by execution in Singapore.

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Held (dismissing application):

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(1) The Singapore judgment was a judgment that could be enforced by execution in Singapore. A literal interpretation of proviso (b) to s. 4(2) of the REJA was clearly not suitable given the incongruent consequence that would both militate against and challenge the logic and essence of the overall object of the scheme of the REJA and proviso (b) to s. 4(2) of the said Act in particular. (para 30)

(2) The JD did not offer evidence on their stand as to the question whether the judgment could be executed in Singapore or challenge the affidavit of the JC's lawyer, opting instead to rely on the plain and literal reading of s. 4 of the REJA. Section 4 of the REJA is only concerned with the requirements for the registration of foreign judgments. The correct provision for setting aside is s. 5 of the REJA, which lays out the grounds for which a registration under s. 4 could be set aside. (paras 14 & 24)

(3) Section 6(1)(2) of the REJA provides that judgment set aside solely for the reason either that an appeal is pending or that the judgment is not at the date of the application for the registration enforceable by execution, the setting aside shall not prejudice a further application to register the judgment when the appeal is disposed of or if and when the judgment becomes enforceable by execution. This suggests that the question on whether the judgment is enforceable by execution relates to the nature and character of the judgment such as whether it is stayed or otherwise by operation of law cannot be enforced and not dependent on whether the judgment debtor had, for purposes of enforcement, presence or assets in the country of the original court. (para 25)

Case(s) referred to:

Adams v. Cape Industries Plc [1990] Ch 433 ***(refd)***
Anthinarayana Mudaliar v. Ajit Singh [1953] 1 LNS 2 HC ***(refd)***
Chin Choy & Ors v. Collector of Stamp Duties [1978] 1 LNS 26 FC ***(refd)***
Krishnadas Achutan Nair & Ors v. Maniyam Samykano [1997] 1 CLJ 636 FC ***(refd)***
Palm Oil Research and Development Board Malaysia & Anor v. Premium Vegetable Oils Sdn Bhd [2004] 2 CLJ 265 FC ***(refd)***
Pemberton v. Hughes [1899] 1 Ch 781 ***(refd)***
R v. Inhabitants of Ramsgate [1827] 6 B&C 712 ***(refd)***
Re A Debtor (No. 11 of 1939), Debtor v. Creditor and Official Receiver [1939] 2 All ER 400 ***(refd)***
Re British Concrete Pipe Association [1983] 1 All ER 203 ***(refd)***
SA Consortium General Textiles v. Sun And Sand Agencies [1978] QB 279 ***(refd)***
Tan Kim Chuan & Anor v. Chandu Nair Krishna Nair [1991] 1 CLJ 682; [1991] 1 CLJ (Rep) 441 SC ***(refd)***
The Ritz Hotel Casino Ltd & Anor v. Datuk Seri Osu Hj Sukam [2005] 3 CLJ 390 HC ***(refd)***
United Malayan Banking Corp Bhd v. Sykt Perumahan Luas Sdn Bhd [1988] 1 CLJ 577; [1988] 2 CLJ (Rep) 522 HC ***(refd)***

Legislation referred to:

Interpretation Acts 1948 and 1967, s. 17A
Reciprocal Enforcement of Judgments Act 1958, ss. 3(2), 4(1)(b), (2), 5(1)(a)(v), 6(1)(2), 9(1), 11(1)(e)
Rules of Court 2012, O. 67 r. 11
Foreign Judgments (Reciprocal Enforcement) Act 1933 [UK], s. 2(1)(b)

A *For the judgment creditor - S Ramesh; M/s Adnan Sundra & Low*
For the judgment debtor - Yusuf Khan (TF Fong with him); M/s Yusuf Khan & Fong

Reported by Najib Tamby

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JUDGMENT

Mohd Nazlan Ghazali JC:

Introduction

[1] This is an application by the judgment debtor ("JD") to set aside a
C High Court order obtained by the judgment creditor ("JC") for the registration of the Republic of Singapore High Court judgment dated 26 June 2014 (Case No. S 1005/2013) ("the Singapore judgment") under s. 4 of the Reciprocal Enforcement of Judgments Act 1958 ("REJA").

[2] I heard this application (encl. 8) on 18 May 2015 and in concluding
D the proceedings, dismissed the same, with costs of RM5,000 to the JC. These are the reasons for my decision.

The Key Facts And Main Issue

[3] The JD is a company incorporated under the Malaysian Companies
E Act 1965. Its registered office is in Johor Bahru. The JC is the Singapore-incorporated retail and Small & Medium Enterprise (SME) subsidiary bank of the Standard Chartered Group.

[4] On the application by the JC on 8 September 2014, the High Court of Malaya at Johor Bahru on 9 October 2014 granted an order for the
F registration of the Singapore judgment under s. 4 (1) of REJA. Under s. 4(2), subject to setting aside applications, upon its registration, the Singapore judgment has, for the purposes of execution the same force and effect as if the Singapore judgment had been a judgment originally given in the High Court of Malaya and entered on the date of registration.

G **[5]** The JD then challenged the registration of the Singapore judgment, by highlighting proviso (b) to the same s. 4(1) which reads as follows:

> Provided that a judgment shall not be registered if at the date of the application -
>
> ...
>
> (b) it could not be enforced by execution in the country of the original court.

H Hence, these setting aside proceedings.

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The JD's Contention

[6] The JD argued that the registration of the Singapore judgment ought to be set aside since the Singapore judgment could not be enforced by execution in Singapore on 8 September 2014, being the date of the application for registration under REJA. This is because the JD does not have any assets or a place of business (nor carry any business) in the Republic of Singapore, in respect of which execution could be enforced against the JD in that jurisdiction, being the country of the original court.

[7] In order to support its application, the JD submitted case law authorities which are not related to REJA *per se* but entirely on the principles on the interpretation of statutes. I will refer to two of the cases in order to demonstrate the argument advanced by the JD.

[8] In the case of *Chin Choy & Ors v. Collector of Stamp Duties* [1978] 1 LNS 26; [1979] 1 MLJ 69 ("Chin Choy") the Federal Court emphasised that the first and most elementary rule of construction is to apply the words and phrases of the statute in their ordinary meaning. The Federal Court quoted with approval Bayley J in *R v. Inhabitants of Ramsgate* [1827] 6 B&C 712 who said:

> It is very desirable in all cases to adhere to the words of an Act of Parliament, giving to them that sense which is the natural import in the order in which they are placed.

[9] The decision in *Chin Choy* on the interpretation of statutes was referred to in *United Malayan Banking Corp Bhd v. Sykt Perumahan Luas Sdn Bhd* [1988] 1 CLJ 577; [1988] 2 CLJ (Rep) 522; [1988] 3 MLJ 352, which also quoted with approval the following passage from *Chin Choy*:

> ... that the meaning and intention of a statute must be collected from the plain and unambiguous expression cited therein rather than from any notions which may be entertained by the court as to what is just and expedient ...
>
> ... However unjust, arbitrary or inconvenient the meaning conceived may be, it must receive its full effect. When once the meaning is plain, it is not the province of a court to scan its wisdom or its policy. Its duty is not to make the law reasonable, but to expound it as it stands, according to the real sense of the words.

[10] Therefore, the JD contended, in a plain and forthright manner, that devoid of any presence, business or assets in Singapore, it would not be possible to execute the enforcement of the Singapore judgment against the JD in the Republic, being the country of original court. Accordingly, it would follow that the Singapore judgment should not have been registered under REJA, and ought to be set aside since proviso (b) to s. 4(1) applied and prohibited registration as the Singapore judgment "could not be enforced by execution in the country of the original court". The counsel for the JD at the

hearing also emphasised that the JC had not shown in their affidavits as to how the enforcement of the Singapore judgment against the JD could be executed.

The JC's Contention

[11] The primary contention of the JC is that it is immaterial and irrelevant whether or not the JD has maintained any place of, or carry out any business or has any assets in Singapore, as these purported reasons do not remove the JC's legal rights obtained pursuant to the Singapore judgment. There is no pending appeal or proceedings against the Singapore judgment to which is not also stayed by an order of court in Singapore. As such, the Singapore judgment is a judgment which is capable of being enforced by execution in Singapore. The JC's rights pursuant to the Singapore judgment are recognised by the law and can be executed if necessary.

[12] The enforceability of the Singapore judgment in Singapore is further confirmed by the JC's second affidavit in reply as affirmed by the JC's counsel in Singapore for this matter, Loh Chin Leong Ryan, a partner in the law firm of Rajah & Tann Singapore LLP, the relevant parts of whose affidavit are as follows:

> 6. The Singapore Judgment is a final and conclusive judgment given by the High Court of the Republic of Singapore ...
>
> 7. The Singapore Judgment is an enforceable judgment under the laws of Singapore, notwithstanding that the Defendant had never maintained any place or carried out any business or maintained an office or had any asset in Singapore ...
>
> 8. The fact that the Defendant never maintained any place of, or carried out any business or maintained an office or had any asset in Singapore is irrelevant and immaterial to the fact that the Singapore Judgment remains enforceable against the Defendant. As the Defendant has no asset in Singapore, this would practically necessitate the Judgment Creditor having to consider taking steps to enforce the Singapore Judgment outside of Singapore, including in jurisdictions where the Judgment Debtor has assets.

Analysis And Findings By This Court

[13] A little bit of history and background for context. It was as early as during the 17th century that English courts started giving recognition by enforcing foreign judgments, the theoretical basis being the concept of comity between nations, where the court of one nation is required to assist those of others. Subsequent developments saw the basis of enforcement to be on the doctrine of obligation whereby foreign judgments are enforced in England on the premise that such judgment over the defendant imposes a duty on the defendant to pay the sum for which judgment is given, and for which the courts in England are bound to enforce. This basically means that upon the

delivery of the judgment, it must be enforced everywhere. The case of *Anthinarayana Mudaliar v. Ajit Singh* [1953] 1 LNS 2; [1953] MLJ 228 is authority for the proposition that this is also the foundation of the enforcement of judgment between Malaysia and Singapore prior to the enactment of REJA. REJA however enshrines legal reciprocity, which arguably has a stronger theoretical affinity with the concept of comity, and which is generally effective only to the extent that foreign judgments do not directly conflict with the other country's public policy (such as reflected in provisions contained in ss. 3(2), 5(1)(a)(v) and 9(1) of REJA). For instance, in the case of *The Ritz Hotel Casino Ltd & Anor v. Datuk Seri Osu Hj Sukam* [2005] 3 CLJ 390; [2005] 6 MLJ 760, it was ruled that the registration of a foreign judgment pursuant to REJA for a gambling debt contradicted public policy in Malaysia.

[14] I should make clear at the outset that, although the JD specifies s. 4 of REJA to be the basis of its application to set aside the Singapore judgment, strictly s. 4 is concerned only with the requirements for the registration of the foreign judgments. The correct provision for setting aside is s. 5, which sets out the grounds for which a registration under s. 4 can be set aside.

[15] I should also emphasise, for reasons that will become apparent later in my judgment, that as confirmed by the JC's counsel who acted for the JC in the suit against the JD in Singapore, the JD accepted the jurisdiction of the Singapore court, by entering appearance and taking substantive steps to defend the suit, and where eventually the Singapore judgment was obtained against the JD.

[16] Counsel for the JC submitted two cases to support its position. The first is the English Court of Appeal decision of *Re A Debtor (No. 11 of 1939), Debtor v. Creditor and Official Receiver* [1939] 2 All ER 400. In that case, a receiving order was made against a debtor on the ground of non-adherence to a bankruptcy notice. The bankruptcy notice was based on a foreign judgment (France being the country of the original court) registered under the Foreign Judgments (Reciprocal Enforcement) Act 1933 ("the UK Act"). The registration was effected on 14 July 1938 and, subsequently on 14 February 1939, the debtor entered an "opposition" in the Court of Appeal in Paris. The effect of the "opposition" was to vacate the judgment for the time being, and a re-hearing of the matter had to then follow. It was thus contended that the bankruptcy notice was bad, because, until the "opposition" had been heard, the judgment could not be enforced by execution in France. Consequently, the registration of the judgment was invalid under s. 2(1)(b) of the UK Act which provides as follows:

> ... a judgment shall not be registered if at the date of the application ...
> (b) it could not be enforced by execution in the country of the original court.

It is instructive to note that s. 2(1)(b) of the UK Act is in *pari materia* with s. 4(1)(b) of REJA.

[17] The Court of Appeal held that as the judgment could have been enforced by execution in France at the date of its registration, the registration was valid, although, at a later date, it could not have been so enforced in the said country of original court. At the date of the application for registration, the "opposition" had not been entered, and at that date, the judgment of the French court was "indisputably enforceable" in France by execution.

[18] I am of the view that although *Re A Debtor* is not factually directly on point *vis-à-vis* the issue raised by the JD, it does serve to help clarify the applicability of proviso (b) to s. 4(1) of REJA. It is my view that the legal analysis ought to be that focus and emphasis of the question concerning enforceability by execution should be more on the character and status of the finality of the registered foreign judgment, and not on the situation pertaining to the parties against whom the judgment had been entered. Thus, *Re A Debtor* is well in consonance with the legal proposition that a foreign judgment is not capable of being enforced by execution in the country of the original court if the legal rights of a judgment creditor to enforce the foreign judgment has ceased, been suspended or stayed by an order of court or by the operation of the law in the country of original court.

[19] In another English case of *SA Consortium General Textiles v. Sun And Sand Agencies* [1978] QB 279 ("*SA Consortium*") Lord Denning MR, leading the Court of Appeal, rejected the argument that a French judgment ought to be set aside under the same s. 2(1)(b) of the said UK Act on the ground that the technical non-compliance which affected the French judgment was only voidable, and did not make the judgment a nullity. Thus, it was ruled that the French judgment could be enforced by execution in the French courts.

[20] It is to be noted that *SA Consortium* also focuses on the legal character or status of the foreign judgment, not on the position or circumstances of the defendant/respondent. This, in my view is a sensible proposition. Fundamentally, in the first place, the rules on the enforcement of foreign judgments were developed as a measured response to deal with the problem of the absconding debtor. The rules were formulated to assist a judgment creditor in having the judgment granted in its favour in the country of the original court enforced in the jurisdiction to which the judgment debtor relocated. Therefore, any question as to the interpretation of proviso (b) to s. 4(1) of REJA on whether the foreign judgment is enforceable by execution should properly only concern the legal status or character of the finality of judgment, and not the circumstances affecting the debtor or defendant which may, if at all, be relevant purely to the issue of their submission to the jurisdiction of the original court in making the judgment. Leading English case law authorities on the subject such as *Pemberton v. Hughes* [1899] 1 Ch 781 and *Adams v. Cape Industries Plc* [1990] Ch 433 which considered the physical presence of a defendant in the country of the original court are wholly concerned with the initial or threshold issue of submission to the

jurisdiction of the foreign court (which is not in dispute in the instant case) and not in respect of the subsequent question on the ability to enforce the judgment of the foreign court by execution.

[21] It is difficult to appreciate how the law could countenance a different conclusion. The *raison d'etre* of the reciprocity arrangement on foreign judgments is precisely to deal with situations where the debtors/defendants seek to evade enforcement of judgments in the jurisdiction of the original court. Thus, like in this instant case, if the JD has no assets in Singapore, common sense would dictate the JC to consider pursuing to take steps to enforce the judgment outside of the Republic, including in jurisdictions especially such as Malaysia where the JD presumably has assets and a more substantive and meaningful presence. Whether the JC could as a matter of fact enforce the Singapore judgment by execution in the Republic is a practical question, not a legal one. The law permits execution. But practical reality, including as may potentially be orchestrated by any judgment debtor himself, may frustrate the enforcement of the legal right. The proviso (b) to s. 4(1) of REJA is nonetheless not interested in this practical aspect.

[22] The interpretation favoured by the JD, which focuses on the circumstances of the JD, primarily on its lack of presence in Singapore that would, it is contended, make any execution against in JD wholly impractical cannot therefore be accepted given the purposes and objectives of statutes on reciprocal argument such as REJA. To hold otherwise would effectively allow judgment debtors and other losing parties to avoid enforcement actions against them by taking steps to cease their presence in the country of original court as well as at the same time have their assets dissipated or transferred out of jurisdiction. Or worse, crafty individuals and business parties would be incentivised to take loans or enter into legal relationship in jurisdictions they have no meaningful presence, knowing that no enforcement could ever be executed against them. Not in the jurisdiction where the judgment could be entered against them, nor in any other nations in the world.

[23] This consequence could not have been the true intention of the many jurisdictions which are bound by the legislative arrangement in reciprocal enforcement of judgments which embody similar provisions as found in REJA, and is certainly not the intention of the Malaysian legislature in enacting REJA, which would otherwise defeat the very objective of having this arrangement amongst the seven nations presently specified in the First Schedule to REJA in the first place. I further believe that the approach I have adopted is also at the same time consistent with the need to promote an orderly development of private international law in the country.

[24] I should add that under s. 11(1)(e) of REJA, rules of court may be made to prescribe the method by which any question whether a judgment can be enforced by execution in the country of the original court. Thus, O. 67 r. 11 of the Rules of Court 2012 provides that if in any case under REJA,

any question arises as to whether a foreign judgment can be enforced by the execution in the country of the original court, that question shall be determined in accordance with the provisions in that behalf contained in the order extending REJA to that country. This O. 67 r. 11 was not mentioned by parties, but to the extent that it is assumed that the question of the ability of enforcement by execution of the Singapore judgment attracted the application of this O. 67 r. 11 (which I disagree, as the question is designed more to inquire into the legal character and status of the finality of foreign judgments in the sense that I have clarified above), I hold that the issue is addressed by the affidavit of the Singapore counsel (ie, Loh Chin Leong Ryan) referred to earlier. The JD on the other hand did not offer evidence on their stand or that of a lawyer practising in Singapore law as to the question whether the judgment could be executed in Singapore or challenge the affidavit of the JC's lawyer, opting instead to rely on the plain and literal reading of the statute.

[25] Further, s. 6(1)(2) of REJA provides that judgment set aside solely for the reason either that an appeal is pending or that the judgment is not at the date of the application for registration enforceable by execution, the setting aside shall not prejudice a further application to register the judgment when the appeal is disposed of or if and when the judgment becomes enforceable by execution. Again, this suggests that the question on whether the judgment is enforceable by execution relates to the nature and character of the judgment, such as whether it is stayed or otherwise by operation of law cannot be enforced, and not dependent on whether the judgment debtor has, for purposes of enforcement (as opposed to submission to jurisdiction) presence or assets in the country of the original court.

[26] I do not disagree with the authorities on statutory interpretation submitted by the JD. However given what have been stated earlier in this judgment, I am not persuaded that the literal rule of construction is a suitable application to the point of contention in this case. In the case of *Tan Kim Chuan & Anor v. Chandu Nair Krishna Nair* [1991] 1 CLJ 682; [1991] 1 CLJ (Rep) 441; [1991] 2 MLJ 42 Abdul Hamid Omar LP referred to the various rules of interpretation and said:

> We hasten to add that we are conscious that there are two schools of thought relating to statutory interpretation. Lord Denning favoured a creative role for judges, taking on themselves the task of ascertaining the purpose of an Act and the ironing out of creases which may appear. Lord Denning has observed in *Seaford Court Estates Ltd v. Asher* [1949] 2 KB 481 at 499 that:
>
> > ... it would certainly save the judges trouble if Acts of Parliament were drafted with divine prescience and perfect clarity. In the absence of it, when a defect appears, a judge cannot simply fold his hands and blame the draftsman. He must set out to work on the constructive task of finding the intention of Parliament and he must do this not only from the language of the statute, but also

> from a consideration of the social conditions which give rise to it and of the mischief which it was passed to remedy and then he must supplement the written word so as to give 'force and life' to the intention of the legislature.

The other school, notably Lord Simonds, did not share Lord Denning's approach and argued against such a creative role preferring to leave all aspects of the legislative function to Parliament, 'if a gap is disclosed, the remedy lies in an amending Act' (*Magor & St Mellons RDC v. Newport Corp* [1952] AC 189).

In the same case, Lord Morton of Henryton remarked that:

> In so far as the intention of Parliament or of ministers is revealed in Acts of Parliament or Orders, either by the language used or by necessary implication, the courts should, of course, carry these intentions out; but it is not the function of any judge to fill in what he conceives to be the gaps in an Act of Parliament. If he does so, he is usurping the function of the Legislature.

While we respect both schools, we do not really have to prefer any of these opinions. We also need not dwell much on various rules and aids to construction of statutes except to say in general, that we have always been inclined to follow purposive and literal constructions which means that the literal meaning of an Act will be followed where that meaning is in accordance with the legislative purpose (see the decisions in *United Hokkien Cemetries Penang v. Majlis Perbandaran Pulau Pinang* [1979] 2 MLJ 121; *Foo Loke Ying & Anor v. Television Broadcasts Ltd & Ors* [1985] 2 MLJ 35; *Vengadasalam v. Khor Soon Weng & Ors* [1985] 2 MLJ 449).

[27] It is therefore trite law that if the consequences of giving a word its ordinary meaning are adverse, the presumption may be displaced. As Donaldson MR said in *Re British Concrete Pipe Association* [1983] 1 All ER 203 at p. 205:

> Our task, as I see it, is to construe the [Iron and Steel Act 1969], and in so doing the *prima facie* rule is that words have their ordinary meaning. But that is subject to the qualification that if, giving words their ordinary meaning, we are faced with extraordinary results which cannot have been intended by Parliament, we then have to move on to a second stage in which we re-examine the words.

[28] In *Krishnadas Achutan Nair & Ors v. Maniyam Samykano* [1997] 1 CLJ 636; [1997] 1 MLJ 94, Gopal Sri Ram JCA (as he then was) in delivering the judgment of the Federal Court said:

> The function of a court when construing an Act of Parliament is to interpret the statute in order to ascertain Legislative intent primarily by reference to the words appearing in the particular enactment. *Prima facie*, every word appearing in an Act must bear some meaning. For Parliament does not legislate in vain by the use of meaningless words and phrases.

A judicial interpreter is therefore not entitled to disregard words, used in a statute or subsidiary legislation or to treat them as superfluous or insignificant. It must be borne in mind that:

> As a general rule a court will adopt that construction of a statute will give some effect to all the words which it contains (Per Gibbs J in *Beckwith v. R* [1976] 12 ALR 333 at 337.

See also *Commonwealth v. Baume* [1905] 2 CLR 405 at 414 per Griffith CJ.

> Where it is impossible to give a full and accurate meaning to every word appearing in a section of a statute, the duty of the court is to give the words an interpretation 'that produces the greatest harmony and the least inconsistency': *Australian Alliance Assurance Co Ltd v. Attorney General (Queesnsland)* [1916] QSR 135 at 161 per Cooper CJ.

[29] Indeed, the Federal Court in *Palm Oil Research and Development Board Malaysia & Anor v. Premium Vegetable Oils Sdn Bhd* [2004] 2 CLJ 265 ruled that it is clear beyond doubt that in view of s. 17A of the Interpretation Acts 1948 and 1967 there is now a statutory recognition for the courts to take a purposive approach in the interpretation of statutes, including taxing statutes. The said s. 17A states as follows:

> In the interpretation of a provision of an Act, a construction that would promote the purpose or object underlying the Act (whether that purpose or object is expressly stated in the Act or not) shall be preferred to a construction that would not promote that purpose or object.

Conclusion

[30] Accordingly, in view of the foregoing reasons, I held that the Singapore judgment is a judgment that could be enforced by execution in the Republic of Singapore at the date of the application for the registration of the same under s. 4(1) of REJA. I am of the view that a literal interpretation of proviso (b) to s. 4(2) of REJA is clearly not suitable given the incongruent consequence that would both militate against and challenge the logic and essence of the overall object of the scheme of REJA, and proviso (b) to s. 4(2) of the said Act in particular.

[31] I therefore dismissed this application pursuant to s. 5 of REJA to set aside the registration of the Singapore judgment under s. 4 of the same Act, and ordered costs of RM5,000 to the JC.